

EXHIBIT A:
DECLARATION
OF NATALIA
LEAGUE

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

MICHELLE MASON,)
)
Plaintiff,) Case No. 2:19-cv-00973-CB
)
v.) Judge Cathy Bissoon
)
LOWE'S COMPANIES, INC.; LOWE'S)
HOME CENTERS, LLC; TIM) *Electronically Filed*
STRATTON; JOE BECTON; STEPHANIE)
MILLER; JOHN P. MORONE; AND)
ANDREA DEJOHN,)
)
Defendants.)

DECLARATION

Pursuant to 28 U.S.C. § 1746, I, Natalia League, declare as follows:

1. I am over the age of 18 and am fully competent to testify as to the matters set forth herein. The information in this declaration is based on my personal knowledge unless otherwise expressly indicated.
2. I am a Learning and Development Business Relationship Partner at Lowe's Companies, Inc. ("Lowe's"). Based on my position, I have access to and am personally familiar with a number of Lowe's business and employment policies and files. Those records were made in the ordinary course of regularly conducted business activities at or about the time of the events they describe.
3. In March of 2018, Store Managers were offered the opportunity to participate in Lowe's Manager Bonus Program.
4. In order to participate in Lowe's Manager Bonus Program and in consideration for continued employment, Lowe's requires managers to enter into an Agreement to Arbitrate

Disputes ("Arbitration Agreement). A true and accurate copy of Lowe's 2018 Arbitration Agreement is attached as Ex. 1.

5. Managers are given the option to print and sign a paper copy of the Arbitration Agreement or electronically accept the terms of the Arbitration Agreement. To electronically accept the terms of the Arbitration Agreement, a manager must: (1) log in to Lowe's Learning & Talent Center webpage through My Lowe's with a unique ID and password, (2) click on "Arbitration Agreement" under the manager's Learning Assignment tab, (3) read the Arbitration Agreement, and (4) click "Agree" to accept the terms of the Arbitration Agreement. A copy of the Arbitration Agreement is available for the manager to print after the manager electronically accepts the terms of the Agreement.

6. I have reviewed Lowe's records and confirmed that in March 12, 2018, Lowe's uploaded Lowe's 2018 Arbitration Agreement to Plaintiff Michelle Mason's Learning Assignments on Lowe's Learning & Talent Center webpage and that Mason electronically accepted the terms of Lowe's Arbitration Agreement, consistent with Lowe's standard practice for electronic acceptances, on March 20, 2018. A copy of a portion of Mason's Learning and Talent Center transcript evidencing her electronic acceptance on March 20, 2018, is attached as Ex. 2.

7. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 16 day of October, 2019.

Natalia League
Natalia League

EXHIBIT 1



Agreement to Arbitrate Disputes

In exchange for the mutual promises in this Agreement, your continued employment by Lowe's Home Centers, LLC and its successors or assigns (hereinafter "Lowe's"), and your participation in the 2018 Manager Bonus Program applicable to your job title, you and Lowe's agree that any controversy between you and Lowe's (including agents of Lowe's and any of Lowe's predecessors, including but not limited to Lowe's Home Centers, Inc. and Lowe's HIW, Inc.) arising out of your employment or the termination of your employment shall be settled by binding arbitration,(at the insistence of either you or Lowe's, conducted by a single arbitrator under the current applicable rules, procedures and protocols of JAMS, Inc. ("JAMS") or the American Arbitration Association ("AAA"), as may be amended from time to time. The most current version of the JAMS and AAA rules are currently available at: <http://www.jamsadr.com> and <http://www.adr.org>, respectively. Lowe's also can provide you with hard copies of the JAMS and AAA rules upon request. Notwithstanding these rules, all parties to the arbitration shall have the right to file a dispositive motion, and shall not be required to seek permission from the arbitrator to do so. Should the AAA and JAMS decline to administer the arbitration for any reason, the parties will select an arbitrator using the procedures employed by the AAA, who will employ the AAA Rules. In this event, the list of potential arbitrators for selection must include only individuals who are attorneys with at least 10 years of experience in employment law.

THIS AGREEMENT TO ARBITRATE DISPUTES MEANS THAT, EXCEPT AS PROVIDED HEREIN, THERE WILL BE NO COURT OR JURY TRIAL OF DISPUTES BETWEEN YOU AND LOWE'S WHICH ARISE OUT OF YOUR EMPLOYMENT OR THE TERMINATION OF YOUR EMPLOYMENT. You and Lowe's agree, however, that only a court of competent jurisdiction may interpret this Agreement to Arbitrate Disputes and resolve challenges to its validity and enforceability, including but not limited to the Class Action Waiver and Representative Waiver discussed below. The arbitrator shall have no jurisdiction or power to make such determinations.

This Agreement to Arbitrate Disputes is intended to be broad and to cover, to the extent otherwise permitted by law, all such disputes between you and Lowe's including but not limited to those arising out of federal and state statutes and local ordinances, such as: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1866; the Sarbanes-Oxley Act of 2002; the Equal Pay Act; the Fair Labor Standards Act; the Pregnancy Discrimination Act; the Family Medical Leave Act; the Americans with Disabilities Act; the Fair Credit Reporting Act; and any similar federal, state and local laws. However, this provision is not applicable to (1) your rights under Workers' Compensation Law, which are governed under the special provisions of that law, or (2) your rights under the Employee Retirement Income Security Act (ERISA). This Agreement also does not preclude you from filing a claim or charge with a federal, state or local administrative agency, such as the Equal Employment Opportunity Commission, the National Labor Relations Board, or similar state or local agencies.

The parties will select a mutually agreeable arbitration location.

If you initiate arbitration, you will be responsible for paying a filing fee of \$150, which is equal to or less than the fee you would have to pay if you filed a complaint in federal court. The arbitrator will have the authority to waive this filing fee if you can prove financial hardship. Lowe's will bear the remainder of the arbitration filing fees and the fees and expenses of the arbitrator.

CLASS ACTION WAIVER. To the extent permissible by law, there shall be no right or authority for any dispute to be arbitrated as a class action or collective action ("Class Action Waiver"). THIS MEANS THAT ALL DISPUTES BETWEEN YOU AND LOWE'S ARISING OUT OF YOUR EMPLOYMENT OR THE TERMINATION OF YOUR EMPLOYMENT SHALL PROCEED IN ARBITRATION SOLELY ON AN INDIVIDUAL BASIS, AND THAT THE ARBITRATOR'S AUTHORITY TO RESOLVE ANY DISPUTE AND TO MAKE WRITTEN AWARDS WILL BE LIMITED TO YOUR INDIVIDUAL CLAIMS.

REPRESENTATIVE ACTION WAIVER. To the extent permissible by law, there shall be no right or authority for any dispute to be arbitrated as a representative action or as a private attorney general action,



including but not limited to claims brought pursuant to the Private Attorney General Act of 2004, Cal. Lab. Code § 2698, et seq. ("Representative Action Waiver"). THIS MEANS THAT YOU MAY NOT SEEK RELIEF ON BEHALF OF ANY OTHER PARTIES IN ARBITRATION, INCLUDING BUT NOT LIMITED TO SIMILARLY AGGRIEVED EMPLOYEES. THE ARBITRATOR'S AUTHORITY TO RESOLVE ANY DISPUTE AND TO MAKE WRITTEN AWARDS WILL BE LIMITED TO YOUR INDIVIDUAL CLAIMS.

If any part of this Agreement to Arbitrate Disputes is found by a court of competent jurisdiction to be unenforceable, the court shall reform the Agreement to the extent necessary to cure the unenforceable part(s), and the parties will arbitrate their dispute(s) without reference to or reliance upon the unenforceable part(s). However, if a court of competent jurisdiction finds the Class Action Waiver and/or Representative Action Waiver unenforceable for any reason, then the unenforceable waiver provision shall be severable from this Agreement, and any claims covered by any deemed unenforceable waiver provision may only be litigated in a court of competent jurisdiction, but the remainder of the agreement shall be binding and enforceable.

You and Lowe's agree that this Agreement to Arbitrate Disputes shall apply to all positions you may hold as an employee of Lowe's.

To the extent you and Lowe's previously agreed to arbitrate disputes, this Agreement modifies and supplements that agreement. If any term or provision in this Agreement conflicts with any prior agreement to arbitrate disputes, the terms of this Agreement shall control. If any term or provision in this Agreement is found to be unenforceable for any reason, then the remainder of this Agreement shall be binding and enforceable, as noted above. However, if this entire Agreement is found to be unenforceable, then the previous agreement to arbitrate disputes shall control.

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agreed to arbitrate disputes, this Agreement modifies and supplements that agreement. If any term or provision in this Agreement conflicts with any prior agreement to arbitrate disputes, the terms of agreement is found to be unenforceable for any reason, then the remainder of this Agreement shall be binding and enforceable, as noted above. However, if this entire Agreement is found to be unenf

BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE ABOVE PROVISIONS AND AFFIRMATIVELY AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT TO ARBITRATE DISPUTES.

To electronically sign this Arbitration Agreement, click **Agree**.

If you prefer to sign a paper document, [print this Arbitration Agreement](#) first, and then click **Will submit signed copy**.
After you sign it, give to your Area HR Manager.

EXHIBIT 2

